

STATE OF TEXAS §

COUNTY OF TRAVIS §

**RIGHT OF WAY ACQUISITION
SERVICES CONTRACT**

THIS CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES is made by and between the State of Texas acting by and through the Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701, hereinafter called the "State," and HNTB Corporation, having its principal business address at 2950 North Loop West, Suite 900, Houston, Texas 77092, (hereinafter called the "Acquisition Provider") for the purpose of contracting for right of way acquisition services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, the Professional Services Procurement Act, includes land appraisers as a professional service.

WHEREAS, 43 TAC §9.80 et seq. establishes the Texas Department of Transportation's policies and procedures for contracting for land acquisition services; and

WHEREAS, the State has selected the Acquisition Provider and desires to contract for acquisition services to obtain right of way and administer all acquisition activities, including but not limited to negotiations to purchase, relocation assistance, property management and eminent domain, in connection with the right of way necessary for highway projects.

NOW, THEREFORE, the State and the Acquisition Provider, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1 - CONTRACT PERIOD

This contract becomes effective when fully executed by all parties hereto and terminates at the close of business on June 30, 2019 unless the contract period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 8, Supplemental Agreements/Work Authorizations; (2) extended due to a work suspension as provided for in Attachment A, General Provisions, Article 5, Suspension; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 16, Termination. Any work performed or cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2 - COMPENSATION

The maximum amount payable under this contract without modification is \$12,364,325.00. The State will reimburse the Acquisition Provider for actual work performed and authorized by specific work authorization, at the rates set forth in Attachment D-1, Fee Schedule. Payment is authorized on a per work authorization basis, and for listed expense items as further specified in the fee schedule. The State will pay only for eligible costs incurred by the Acquisition Provider. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

ARTICLE 3 - NOTICES

All notices, including payment invoices, to either party by the other required under this contract, shall be personally delivered or mailed to such party at the following respective addresses:

State:	Acquisition Provider:
Texas Department of Transportation Right of Way Division c/o Resource Management Section Director 118 East Riverside Drive; Ste. 1D.1 Austin, Texas 78704	HNTB Corporation Attn: Thomas D. Ellis 2950 North Loop West, Suite 900 Houston, Texas 77092

ARTICLE 4 - INCORPORATION

Attachments A through H are incorporated into this agreement as if fully set forth herein.

IN WITNESS HEREOF, the State and the Acquisition Provider have executed this contract.

ACQUISITION PROVIDER

DocuSigned by:
Thomas D. Ellis 3/18/2016
A0E000B14C104C7
Signature Date
Thomas D. Ellis
Print Name
Tom Ellis
Print Title
HNTB
Print Company Name

STATE OF TEXAS

DocuSigned by:
James M. Bass 3/27/2016
A36629BA547D4BD...
Signature Date
James M. Bass
Print Name
Executive Director
Print Title
Texas Department of Transportation

LIST OF ATTACHMENTS

Attachment	Title
A	General Provisions
B	Services to be Provided
B-1	Personnel
C	Work Schedule
D	Payment Milestones
D-1	Fee Schedule
E	Work Authorizations, if applicable
F	Supplemental Work Authorizations, if applicable
G	Not Applicable
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H-FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
Exhibits	Title
H – 1	Sub-provider Monitoring System Commitment Worksheet
H – 2	Sub-provider Monitoring System Commitment Agreement
H – 3	Monthly Progress Assessment Report
H - 4	Sub-provider Monitoring System Final Report
H - 5	Federal Sub-providers and Supplier Information

ATTACHMENT A

GENERAL PROVISIONS FOR ROW ACQUISITION SERVICES CONTRACTS

ARTICLE 1 - SCOPE OF SERVICES AND WORK SCHEDULE

The Acquisition Provider shall perform Right of Way Acquisition services as requested by the State, and the State will furnish items and perform those services for fulfillment of the contract as identified in Attachment B.

The parties shall prepare a schedule of work identified as Attachment C - Work Schedule (if applicable). The Work Schedule shall contain a complete schedule so that the Acquisition Provider's Scope of Services under this contract can be accomplished within the specified time and contract cost. The Work Schedule will provide specific work sequence and definite review times by the State and the Acquisition Provider of the work performed.

The Acquisition Provider shall notify the State in writing as soon as possible if it determines, or reasonably anticipates, that the work under this contract or a work authorization cannot be completed before the termination date, and the State may, at its sole discretion, extend the contract period by timely supplemental agreement as provided in Article 8 - Supplemental Agreements/Work Authorizations.

ARTICLE 2 - METHOD OF PAYMENT

The State shall make payment to the Acquisition Provider for authorized services completed or in accordance with the State's work authorizations. All payments shall be reimbursed with the rates specified in Attachment D-1- Fee Schedule of the contracts. Pass-through costs shall be billed at the actual cost to the Acquisition Provider. The Acquisition Provider shall not be reimbursed for pass-through costs that have not been approved in advance by the State's Right of Way (R/W) Project Delivery Office.

The Acquisition Provider must submit a monthly invoice for each work authorization. The invoice may be submitted no more frequently than monthly and no later than 30 days after the end of the monthly billing period. The invoice should include a request for payment for payment milestones completed within the billing period, as set forth in Attachment D, Payment Milestones. Copies of invoices for pass-through costs shall be attached to the invoice.

In the case of a month in which no milestones were completed and thus no payment is being requested, the invoice and Disadvantaged Business Enterprise (DBE) Form H-3 Progress Assessment Report is still a requirement. In this case, the invoice would show no milestones achieved and zero payment requested.

Each request for payment shall be made by submitting a billing statement (which should include the contract number, the work authorization reference number (if applicable), the number and type of services performed, the dates when the services were performed, the cost of each service, and the total amount due and payable as of the date of the current billing) and the progress assessment report identified in Attachment H - Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements. The request for payment should be made within sixty (60) days after the services are rendered.

The Acquisition Provider will submit an original invoice in a form acceptable to the State. The State will make payment to the Acquisition Provider within thirty (30) days from receipt of the Acquisition Provider's request for payment provided that the request is properly prepared and payment for services is due. The itemized and certified billing statements shall show the total

amount earned to date of submission and the amount due and payable as of the date of the current statement. Final payment does not relieve the Acquisition Provider of the responsibility of correcting any errors and/or omissions resulting from its negligence.

ARTICLE 3 - WORK AUTHORIZATIONS

If this is a work authorization contract, then the State will prepare and issue work authorizations, in the form identified in Attachment E, to authorize the Acquisition Provider to perform one or more work tasks. The State and the Acquisition Provider shall negotiate in good faith to determine the scope of each work order. Each work authorization will include a full description of the work to be performed by the Acquisition Provider and the estimated costs based upon the rates specified in Attachment D-1 Fee Schedule of the contract. The work authorization will not waive the State's and Acquisition Provider's responsibilities and obligations established in this contract. The executed work authorization(s) shall become part of this contract. All work authorizations must be issued within two years of the effective date of the contract. All work authorizations must be completed within two years of the date of final execution of the work authorization, unless modified by a supplemental work authorization as provided in Article 8. No work authorization may extend beyond the contract period established in Article 1, Contract Period, of the contract. The cumulative total of all work authorizations combined shall not exceed \$12,364,325.00.

The Acquisition Provider must sign and return the work authorization within three business days after receipt to signify acceptance. Refusal to accept a work authorization may be grounds for termination of the contract.

The State may, at its option, elect to acquire some services (e.g., preliminary title runs) through other contracts or purchase orders. The State reserves the right to terminate negotiation on any work authorization and to seek alternative means to complete projects initiated under a previous work authorization.

ARTICLE 4 – PROGRESS REPORTS

The State may require the Acquisition Provider to prepare and submit to the State monthly progress reports in sufficient detail to support the progress of the work and in support of invoice requesting payment. Any preferred format will be identified in Attachment B. Satisfactory progress of work shall be maintained as a condition of payment.

The Acquisition Provider shall, from time to time during the progress of the work, confer with the State upon the request of either party. Conferences shall be provided at the Acquisition Provider's office, an office of the State, or at other locations designated by the State. The Acquisition Provider shall prepare and present such information as may be pertinent and necessary, or as may be requested by the State, in order to evaluate the work. Should the State determine that the progress in production of work does not satisfy the Work Schedule, the State shall determine the corrective action needed.

If federal funds are to be used on this contract, the work will be subject to periodic review by the United States Department of Transportation.

The Acquisition Provider shall promptly advise the State in writing of events which have a significant impact upon the progress of the work, including:

1. problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any State or federal assistance needed to resolve the situation; and

2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

ARTICLE 5 – SUSPENSION

Should the State desire to suspend the work, but not terminate the contract, this may be done by thirty (30) calendar days verbal notification followed by written confirmation from the State to that effect. The thirty (30) day notice may be waived in writing by both parties. The work may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the State to resume the work. The sixty (60) day notice may be waived in writing by both parties.

If the State suspends the work, the contract period is not affected and the contract will terminate on the date specified unless the contract is amended.

The State assumes no liability for work performed or costs incurred prior to the date authorized by the State to begin work, during periods when work is suspended, or subsequent to the contract completion date.

ARTICLE 6 - ADDITIONAL WORK

If the Acquisition Provider is of the opinion that any work it has been directed to perform is beyond the scope of the contract or individual work authorization and constitutes extra work, it shall promptly notify the State in writing. In the event the State finds that such work does constitute extra work and the cost of such increase in work would cause the maximum amount payable of the contract to be exceeded, the State shall so advise the Acquisition Provider and a written supplemental authorization will be executed between the parties as provided in Article 8 – Supplemental Agreements/Work Authorizations so long as the cumulative total of all work authorizations combined does not exceed \$12,364,325.00. The Acquisition Provider shall not perform any proposed additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement or work authorization. The State shall not be responsible for actions by the Acquisition Provider or any costs incurred by the Acquisition Provider relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

If the State finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Acquisition Provider shall make such revisions if requested and as directed by the State.

Additional work will be paid for as specified in Attachment D-1.

ARTICLE 7 - CHANGES IN WORK DUE TO ERRORS

The Acquisition Provider shall make such revisions to the work authorized in this contract which has been completed as are necessary to correct errors appearing therein, when required to do so by the State. No additional compensation shall be paid for this work.

ARTICLE 8 - SUPPLEMENTAL AGREEMENTS/WORK AUTHORIZATIONS

The terms of this contract or any individual work order may be modified by supplemental agreement/work authorization if the State determines that there has been a significant change in (1) the scope, complexity or character of the service to be performed; or (2) the duration of the work. Additional compensation, if appropriate, shall be paid for as specified in Attachment D-1. The cumulative total of all work authorizations combined shall not exceed the contract's maximum amount total of \$12,364,325.00. Any supplemental agreement must be executed by both parties within the contract period.

Supplemental work authorizations will be identified as Attachment F.

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by the Acquisition Provider until full execution of the supplemental agreement and authorization to proceed is granted by the State. The State reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 9 - PUBLIC INFORMATION ACT / OWNERSHIP AND CONFIDENTIALITY

A. Public Information Act / Ownership. All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract shall be furnished to the State upon request. All documents prepared by the Acquisition Provider and all documents furnished to the Acquisition Provider by the State shall be delivered to the State upon request by the State. The Acquisition Provider at its own expense may retain copies of such documents or any other data which it has furnished the State under this Contract in accordance with Article 28 – Intellectual Property Rights. Release of information will be in accordance with the Public Information Act.

B. Confidentiality. The Acquisition Provider shall not disclose information obtained from the State under this contract without the express written consent of the State.

C. Access to Information. The Acquisition Provider is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE 10 - PERSONNEL, EQUIPMENT AND MATERIAL

A. Acquisition Provider's Resources. The Acquisition Provider shall furnish and maintain, at its own expense, quarters for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Acquisition Provider shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Acquisition Provider who, in the opinion of the State, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project when so instructed by the State. The Acquisition Provider certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or will be able to obtain such personnel from sources other than the State.

B. State Approval of Replacement Personnel. The Acquisition Provider may not change the Project Manager and any person listed in Attachment B-1 without prior consent of the State.

C. Ownership of Acquired Property. Except to the extent that a specific provision of this contract states to the contrary, the State shall own all intellectual property acquired or developed under this contract and all equipment purchased by the Acquisition Provider or its subcontractors under this contract. All intellectual property and equipment owned by the State shall be delivered to the State when the contract terminates, or when it is no longer needed for work performed under this contract, whichever occurs first.

ARTICLE 11 – AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 12 - SUBCONTRACTING

The Acquisition Provider shall not assign, subcontract or transfer any portion of the work under this contract without prior written approval from the State. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the State prior to work being performed under the subcontract.

No subcontract relieves the Acquisition Provider of any responsibilities under this contract.

ARTICLE 13 - EVALUATION OF WORK

The State shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is made on the premises of the Acquisition Provider or a subcontractor, the Acquisition Provider shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the State or United States Department of Transportation representatives in the performance of their duties.

ARTICLE 14 - SUBMISSION OF REPORTS

All applicable reports shall be submitted in accordance with the specifications contained in Attachment B.

ARTICLE 15 - VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

Violation of contract terms or breach of contract by the Acquisition Provider shall be grounds for termination of the contract and any increased cost arising from the Acquisition Provider's default, breach of contract or violation of contract terms shall be paid by the Acquisition Provider. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 16 - TERMINATION

The contract may be terminated before the stated termination date by any of the following conditions.

1. By mutual agreement and consent, in writing of both parties.
2. By the State with notice in writing to the Acquisition Provider as a consequence of failure by the Acquisition Provider to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the State for reasons of its own and not subject to the mutual consent of the Acquisition Provider upon not less than thirty (30) days written notice to the Acquisition Provider.
5. By satisfactory completion of all services and obligations described herein.

Should the State terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Acquisition Provider. Compensation for completed work will be based on the Fee Schedule pursuant to Attachment D-1. No compensation will be provided for incomplete work authorizations. District approved pass-through amounts will be paid. Should the State terminate this contract under (4) of the paragraph identified above, the pass-through amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If the Acquisition Provider defaults in the performance of this contract or if the State terminates this contract for fault on the part of the Acquisition Provider, the State will give consideration to the actual costs incurred by the Acquisition Provider in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the State, the cost to the State of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the State of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the State and the Acquisition Provider under this contract, except the obligations which by their terms survive this contract. If the termination of this contract is due to the failure of the Acquisition Provider to fulfill its contract obligations, the State may take over the project and prosecute the work to completion. In such case, the Acquisition Provider shall be liable to the State for any additional cost assigned to the State.

ARTICLE 17 - COMPLIANCE WITH LAWS

The Acquisition Provider shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Acquisition Provider shall furnish the State with satisfactory proof of its compliance therewith.

ARTICLE 18 - INDEMNIFICATION

The Acquisition Provider shall indemnify and save harmless the State and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Acquisition Provider or of any person employed by the Acquisition Provider. The Acquisition Provider shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Acquisition Provider, or employees.

ARTICLE 19 - ACQUISITION PROVIDER'S RESPONSIBILITY

The Acquisition Provider shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Acquisition Provider's responsibility for all questions arising from errors and/or omissions will be determined by the State and all decisions shall be in accordance with the State's "Errors or Omissions Policy." The Acquisition Provider will not be relieved of the responsibility for subsequent correction of any such errors or omissions.

ARTICLE 20 - NONCOLLUSION

The Acquisition Provider warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Acquisition Provider, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 21 - INSURANCE

The Acquisition Provider certifies that it has insurance on file with the Contract Services Office of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560-CS, Certificate of Insurance, as required by the State. No other proof of insurance is acceptable to the State. The Acquisition Provider certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Acquisition Provider must stop work until a new certificate of insurance is provided.

ARTICLE 22 - GRATUITIES

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Texas Department of Transportation Executive Director. Any person doing business with or who may reasonably speaking do business with the State under this contract may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Acquisition Provider to adhere to this policy may result in the termination of this contract.

ARTICLE 23 - DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENT

The Acquisition Provider agrees to comply with the requirements set forth in Attachment H - Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements as determined by the funding source.

ARTICLE 24 - RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS

The State shall have the exclusive right to examine the books and records of the Acquisition Provider for the purpose of checking the amount of work performed by the Acquisition Provider at the time of contract termination. The Acquisition Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office during the contract period and for seven (7) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Acquisition Provider which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 25 - DEBARMENT CERTIFICATION

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Acquisition Provider certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

ARTICLE 26 - LOBBYING CERTIFICATION/DISCLOSURE

The undersigned certifies to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Certification of Status. The "Acquisition Provider" certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

(4) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 27 - CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations: The Acquisition Provider will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.

B. Nondiscrimination: The Acquisition Provider, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Acquisition Provider will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Acquisition Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Acquisition Provider of the Acquisition Provider's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Acquisition Provider shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Acquisition Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Acquisition Provider will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Acquisition Provider's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a) withholding of payments to the Acquisition Provider under the contract until the Acquisition Provider complies and/or

b) cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The Acquisition Provider will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Acquisition Provider will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Acquisition Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Acquisition Provider may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Acquisition Provider may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 28 - INTELLECTUAL PROPERTY RIGHTS

The Acquisition Provider shall comply with the patent rights procedures as specified in 37 C.F.R. Part 401 et seq., with respect to processes and inventions developed during the course of this contract.

The State and the United States Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use any reports developed by the Acquisition Provider for governmental purposes.

ARTICLE 29 - PROPERTY MANAGEMENT AND PROCUREMENT STANDARDS

The Acquisition Provider agrees to comply with the property management standards specified in OMB Circular A-102 and 49 C.F.R. §18.36, in its control, use and disposition of property and equipment governed by those standards.

The Acquisition Provider agrees to comply with the standards specified in OMB Circular A-102 and 49 C.F.R. §18.32, in its disposal of property and equipment governed by those standards.

ARTICLE 30 - COMPUTER GRAPHICS FILES

The Acquisition Provider agrees to comply with the specifications in Attachment B.

ARTICLE 31 - DEBT TO THE STATE

If the State Comptroller of Public Accounts is prohibited from issuing a warrant or initiating an electronic funds transfer to the Acquisition Provider because of a debt owed to the State, the State shall apply all payment due the Acquisition Provider to the debt or delinquent tax until the debt or delinquent tax is paid in full.

ARTICLE 32 - PROMPT PAY

The Acquisition Provider shall pay the subcontractor for work performed within 10 days after the Acquisition Provider receives payment for the work performed by the subcontractor. This requirement also applies to all sub-tier subcontractors and must be incorporated into all subcontracts. Failure to comply with the 10-day requirement may cause the State to withhold all payments that have or may become due, and the department may suspend the work until the subcontractor is paid.

ARTICLE 33 - ACQUISITION PROVIDERS LIST

Before contract execution, the Acquisition Provider shall provide the State with a list of all subcontractors and suppliers (as described in Title 43, Texas Administrative Code, Section 9.50 et seq.) that submitted bids/quotes/proposals for the contract. If the information is not

available at the time of contract execution, the list shall be submitted with the invoices. This list shall include names, addresses, telephone numbers and types of work quoted.

ARTICLE 34 - CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Acquisition Provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Acquisition Provider is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 35 - SUCCESSORS AND ASSIGNS

The Acquisition Provider, and the State, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The Acquisition Provider shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the State.

ARTICLE 36 - SEVERABILITY

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein -

ARTICLE 37- PRIOR CONTRACT SUPERSEDED

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 38 - CONFLICT OF INTEREST

The Acquisition Provider represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The Acquisition Provider further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the State. Specifically, the Acquisition Provider certifies that none of the following individuals, nor any or their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code, Section 2261.252(b), in the Acquisition Provider: any member of the Texas Transportation Commission, TxDOT's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, or Director of Contract Services. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department's interests.

ARTICLE 39 - NEPOTISM DISCLOSURE

A. In this section the term "relative" means:

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(1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or

(2) the grandparent, parent, sibling, child, or grandchild of the person's spouse.

B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services Office, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the Acquisition Provider's firm name, the name of the person who submitted the notification, the contract number, the region, district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Acquisition Provider employee, the expected role of the Acquisition Provider employee on the project, the name of the TxDOT employee who is a relative of the Acquisition Provider employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.

C. By executing this contract, the Acquisition Provider is certifying that the Acquisition Provider does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Acquisition Provider has notified TxDOT of each instance as required by subsection (b).

D. If the Acquisition Provider learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, the Acquisition Provider shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

E. If the Acquisition Provider violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

ARTICLE 40 - OFFICE OF MANAGEMENT AND BUDGET AUDIT REQUIREMENTS

The parties shall comply with the requirement of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

ARTICLE 41 - E-VERIFY CERTIFICATION

Pursuant to Executive Order RP-80, the Acquisition Provider certifies and ensures that for all contracts for services, the Acquisition Provider shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

1. All persons employed by the Acquisition Provider during the term of this agreement to perform duties within the State of Texas; and
2. All persons, including subcontractors, assigned by the Acquisition Provider to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

ARTICLE 42 - RESTRICTIONS ON EMPLOYMENT OF FORMER STATE OFFICER OR EMPLOYEE

The Acquisition Provider shall not hire a former state officer or employee of a state agency who, during the period of state service or employment, participated on behalf of the state agency in this agreement's procurement or its negotiation until after the second anniversary of the date of the officer's or employee's service or employment with the state agency ceased.

ARTICLE 43 - NON-DISCRIMINATION PROVISIONS

A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

B. Disability:

- a) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
- b) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

C. Age: The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.

D. Race, Creed, Color, National Origin, or Sex:

- a) The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
- b) The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
- d) Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).

E. Civil Rights Restoration Act: The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.

F. Minority Populations: Executive Order 12808, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Acquisition Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

ATTACHMENT B

SERVICES TO BE PROVIDED (By the Acquisition Provider)

1. Project Administration

1.1 Negotiation of the Scope of Services for each Work Authorization

1.1.1 The Acquisition Provider will visit project site with Right of Way Project Delivery (RW-PD) Staff.

1.1.2 The Acquisition Provider is responsible for input of all parcel data into the Right of Way Information System (ROWIS) through Internet on-line portal access (if available) or at a designated computer station located at a designated TxDOT facility.

1.2 Project Field Office. The Acquisition Provider shall maintain a Project Field Office. The Project Field Office must meet the following criteria:

1.2.1 No joint use of TxDOT facilities. Excludes meetings with TxDOT staff and data entry as described under paragraph 1.1.1 and condemnation hearings.

1.2.2 Reasonable access to proposed project

1.2.3 Location approved by the RW-PD Staff

1.2.4 Open during normal state work hours

1.2.5 Personnel available to answer questions

1.2.6 Availability of project and parcel work files (note: primary project files will be located in the RW-PD Office and ultimately at the ROW Headquarters as the Office of Permanent Record.)

1.2.7 At least one office staff member of the Acquisition Provider is required to be a current commissioned notary public.

1.3 Profit and Overhead Costs

1.3.1 Profit and Overhead Cost include all administrative costs, including salaries, travel, employee benefits, telephone, equipment, supplies, postage, certified mail, etc.

1.3.2 Rent and base utilities of project field office is a direct pass through cost. Profit or management fees by the Acquisition Provider for rent and utilities are not eligible.

1.3.3 All profit, including any management fees for all authorized services must be included in the project administration services. As such, no additional management or service fees can be paid to the Acquisition Provider by the Sub-Provider for any individual service. TxDOT reserves the right to monitor Sub-Provider invoices.

1.4 Communication

The Acquisition Provider shall:

1.4.1 Prepare and deliver monthly invoice for each active Work Authorization to R/W-PD Staff. Prepare invoices utilizing TxDOT standard payment submissions forms with supporting documentation. Supporting documentation requirements are determined by R/W-PD Staff and ROW.

1.4.1.1 NOTE: A monthly invoice is required for each month of the work authorization. In the case of a month in which no milestones were *completed* and thus no payment is being requested, the invoice and Disadvantaged Business Enterprise (DBE) Form H-3 Progress Assessment Report is still a requirement. In this case, the invoice would show no milestones achieved and zero payment requested.

1.4.2 Prepare initial property owner contact list for use by R/W-PD in distribution of the Acquisition Provider introduction letters or as determined necessary by the R/W-PD Staff.

1.4.3 The Acquisition Provider's shall designate it's Project Manager to serve as DBE Liaison to the R/W-PD Staff and ROW.

1.4.4 Attend status meetings with appropriate R/W-PD Staff. Date, time and location are determined by R/W-PD Staff.

1.4.5 At a minimum, provide bi-monthly written report to R/W-PD Staff on the status of service tasks completed and service tasks remaining in order to bring each parcel into possession of the state. Reporting schedule and format will be determined by the R/W-PD Staff.

1.4.6 At a minimum, provide a bi-monthly report to the R/W-PD staff listing all parcels for which; (1) an offer has been made of \$1,000,000 or more; (2) a settlement has been proposed of \$1,000,000 or more; and (3) a relocation assistance has been approved for more than \$1,000,000.

1.4.7 Coordinate with the appropriate TxDOT staff and contractors that have the responsibility of clearing the right of way after parcels come into constructive possession of the state.

1.4.8 Coordinate with TxDOT staff and contractors that have the responsibility of utility accommodation, coordination and verification that will result in the adjustment of utilities to a point where construction of the transportation project can proceed without delay.

1.5 File Management

- 1.5.1 Primary project and parcel files will be kept in the R/W-PD Office with permanent records transferred to the Right of Way Division Headquarters Office as Office of Permanent Record.**

The Acquisition Provider may keep copies of documents as it's working files in it's project administrative office. Acquisition Provider will forward original documents generated or received by the Acquisition Provider to the R/W-PD Office as they are generated or received by Acquisition Provider. The format for the type of file folders and document order and placement are determined by R/W-PD Staff.

- 1.5.2 The Acquisition Provider shall maintain records of all payments including, but not limited to, invoice number, warrant number, amount, date paid, etc.**

- 1.5.3 The Acquisition Provider shall maintain copies of all correspondence and contacts with property owners.**

2. Title and Closing Services (combined)

- 2.1 The Acquisition Provider shall secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance. The charges from the Title Company for the preliminary title commitments will be reimbursed to the Acquisition Provider as a direct pass through cost and will not be counted against the authorized amount of the Work Authorization. As direct pass through costs, these fees should not be included in the Acquisition Provider's negotiated fee schedule in a work authorization.**
- 2.2 The Acquisition Provider shall secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. As direct pass through costs, these fees should not be included in the Acquisition Provider's negotiated fee schedule in a work authorization.**
- 2.3 The Acquisition Provider shall secure title insurance for all parcels acquired, insuring acceptable title to the Department. Written approval by the Department required for any exception. As direct pass through costs, these fees must not be included in the Acquisition Provider's negotiated fee schedule in a work authorization.**
- 2.4 The curative services necessary to provide clear title to the State is the responsibility of the Acquisition Provider.**
- 2.4.1 Cost of curative services must be included in the negotiated fee schedule for this service.**
- 2.4.2 Curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the State. As direct pass through costs, these incidental fees must not be included in the Acquisition Provider's negotiated fee schedule in a work authorization.**

- 2.5 The Acquisition Provider has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and a certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the R/W-PD Staff.
- 2.6 The Acquisition Provider provides closing services in conjunction with the Title Company and will be required to attend closings.
- 2.7 Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees at the exact cost supported by the county court house receipts. No administrative fee, management fee, service fee or profit to the Acquisition Provider will be paid.
- 2.8 The Acquisition Provider shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to the State for acceptance by the Commission prior to recording. The cost of the recording fees and filing fees are paid by the State and must not be included in the Acquisition Provider's negotiated fee schedule.

3. Initial and Update Appraisal Service

- 3.1 The Acquisition Provider must select Appraisers from the list of Department Certified Appraisers. The list is available for review by web link at: <http://www.txdot.gov/business/opportunities/real-estate-appraisers.html>
- 3.2 The Acquisition Provider's Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the Acquisition Provider's Project Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist.
- 3.3 The Acquisition Provider shall secure permission from the owner to enter the property from which real estate is to be acquired. The Acquisition Provider, if after diligent effort, is unable to secure the necessary permission from the property owner, the Acquisition Provider will document this information in the appraisal report and communicate to the R/W-PD Staff. Maintain permission letters with appraisal reports.
- 3.4 The Acquisition Provider shall prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable Department forms.
- 3.5 The Acquisition Provider shall contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- 3.6 The Acquisition Provider shall, for the initial appraisal assignment, prepare complete appraisal report for each parcel to be acquired utilizing Department Forms Nos. ROW-A-5, ROW-A-6, ROW-A-7, ROW-A-8 as applicable. These reports shall conform to Department policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.

- 3.7 For an updated appraisal, the Acquisition Provider shall prepare an appraisal update for the parcel to be acquired utilizing Department Form ROW-A-5, which will be furnished to the Acquisition Provider by the Department. These reports shall conform to Department policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- 3.8 As necessary, the Acquisition Provider shall prepare written notification to the Department of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- 3.9 All completed appraisals will be administratively reviewed by the R/W-PD Staff or assigns.
 - 3.9.1 NOTE: Processing monthly invoices for appraisal services will not be delayed for the purpose of the completion of the R/W Project-PD Administrative Review.
- 3.10 R/W-PD Staff coordinates with the Acquisition Provider's review appraiser.
- 3.11 As necessary or directed by R/W-PD Staff to the Acquisition Provider, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- 3.12 As an initial and update appraisal are two separate and distinct appraisal assignments, the fees in a work authorization must consider the complexity of each separate assignment as shown in the Acquisition Provider's Fee Schedule.
- 3.13 Beyond delivery of the appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Acquisition Provider's Fee Schedule.
- 3.14 Jury trials are not part of the services for this contract.

4. Appraisal Review Service

- 4.1 The Acquisition Provider must select Review Appraisers from the list of Department Certified Appraisers. The list is available for review by web link at: <http://www.txdot.gov/business/opportunities/real-estate-appraisers.html>
- 4.2 The Acquisition Provider shall review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with Department policies and procedures and the Uniform Standards of Professional Appraisal Practices.
- 4.3 The Acquisition Provider shall prepare and submit to the R/W-PD Office the Form ROW-A-10 "Tabulation of Values", for each appraisal review assignment.
- 4.4 As a review of an initial and update appraisal are two separate and distinct appraisal assignments, the fees in a work authorization must consider the

complexity of each separate assignment as shown in the Acquisition Provider's Fee Schedule.

- 4.5 Beyond delivery of the review appraisal of the initial and updated appraisal documents, the review appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Acquisition Provider's Fee Schedule.

5. Negotiation Services

- 5.1 The Acquisition Provider shall analyze preliminary title report to determine potential title problems, propose and inform R/W-PD Office of methods to cure title deficiencies. This includes analysis of access easements.
- 5.2 The Acquisition Provider shall analyze appraisal and appraisal review reports and confirm the State's approved value prior to making offer for each parcel.
- 5.3 The Acquisition Provider shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR)
- 5.4 The Acquisition Provider shall prepare all documents required or requested by the State on applicable Department forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)
- 5.5 The Acquisition Provider must send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
- 5.6 The Acquisition Provider shall respond to property owner inquiries verbally and in writing within two (2) business days.
- 5.7 The Acquisition Provider shall prepare a separate negotiator contact report for each parcel, per contact, on Department form ROW-N-94.
- 5.8 The Acquisition Provider must forward all original project and parcel file documents to the R/W-PD Office. All original documents generated or received by the Acquisition Provider must be delivered to the R/W-PD Office by the Acquisition Provider. Copies or working file documents may be kept by the Acquisition Provider. The Acquisition Provider shall maintain copies of parcel file documentation related to the purchase of the real property or property interests.
- 5.9 The Acquisition Provider shall advise property owner of the Administrative Settlement process. The Acquisition Provider shall transmit to the R/W-PD Office any written counter offer from property owners including supporting documentation, and the Acquisition Provider recommendation with regard to Administrative Settlements in accordance with Department policy and procedures.

- 5.10 The Acquisition Provider shall prepare final offer letter, and mail the documents of conveyance by CMRRR.
- 5.11 The Acquisition Provider shall appear and provide Expert Witness testimony as a Provider when requested.
- 5.12 The Acquisition Provider shall issue Property Owner's Survey to the property owner.
- 5.13 Securing a Right of Entry or Possession and Use Agreement is part of general Negotiation Services.
6. **Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs**
 - 6.1 The Acquisition Provider's Relocation Assistance Specialist should provide advance notice of the date and time of their initial meeting with the Displacee with (if applicable and practical) the Appraiser's inspection of the subject property in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Acquisition Provider's Relocation Assistance Specialist.
 - 6.2 The Acquisition Provider shall notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, the Acquisition Provider shall provide TxDOT approved Displacees with a Relocation Assistance Packet approved by the Department and consisting of;
 - 6.2.1 Page one of the ROW-R-96 form
 - 6.2.2 ROW-R-MP form
 - 6.2.3 ROW-R-CE form
 - 6.2.4 Relocation Assistance Brochure (the State will provide the Acquisition Provider with the brochures)
 - 6.2.5 A copy of the Relocation Assistance Program Survey along with a stamped return envelope addressed to the address as shown below. All surveys handed out should have the CSJ and Parcel number filled in for the displace by the relocation agent.

Right of Way Division
Texas Department of Transportation
125 E. 11th St.
Austin, Texas 78701-9909
 - 6.3 The Acquisition Provider shall provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way and shall deliver a completed form ROW-R-96 signed by the Displacee to the R/W-PD Project Manager. The Acquisition Provider shall provide ongoing advisory service that includes monitoring the move. Frequency and manner for monitoring the move must match the complexity of the relocation, however the expectation of the Acquisition Provider is that multiple in-person site visits will be standard practice and the Acquisition Provider will document this information in the contact log portion of the ROW-R-96 form submitted at close out.

- 6.4 The Acquisition Provider shall locate, evaluate, and maintain files on comparable available housing to complete Form ROW-R-106.
- 6.5 The Acquisition Provider shall compute and submit the request for relocation housing/rental supplement to the R/W-PD Office on the form ROW-R-107 with supporting form ROW-R-106 with photos attached.
- 6.6 The Acquisition Provider shall provide 90-day notice:
 - 6.6.1 The Acquisition Provider shall submit 90 day notice to vacate simultaneous with the delivery of relocation benefits package and the submission of a memorandum to the R/W-PD Office which reports the actual date the Displacee vacated the premises.
 - 6.6.2 The 90 day notice may not be delivered prior to a personal interview with the Displacee by the Acquisition Provider to determine the type, needs and eligibilities.
- 6.7 The Acquisition Provider shall provide 30-day notice once the State has possession of the property. Note: The Displacee must be given a total of 90-days notice by the Acquisition Provider prior to being required to vacate.
- 6.8 The Acquisition Provider shall immediately notify the R/W-PD Office if displacee does not move after the 30-day notice expires.
- 6.9 The Acquisition Provider shall perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Department policy. The Acquisition Provider shall prepare and complete State form ROW-R-116 and submit to the R/W-PD Project Manager.
- 6.10 For Non-Residential Moves, Negotiated Self-Moves:
 - 6.10.1 If a moving plan for a Negotiated Self-Move exceeds \$20,000 the Acquisition Provider shall prepare Form R-119 (the moving plan) with appropriate photos and sketches along with inventory of personal property that is identified to be moved for non-residential moves. This information along with appropriate bid documentation is required from the Acquisition Provider for pre-approval by the Department.
 - 6.10.2 If the moving plan for a Negotiated Self-Move is less than \$20,000 the Acquisition Provider must submit Form R-119 with an abbreviated moving plan for the business owner or tenant. The Acquisition Provider shall include photos, written inventory list, type of move requested, and project move date. This along with appropriate bid documentation is required from the Acquisition Provider for pre-approval by the Department.
- 6.11 For all Negotiated Self-Moves, the Acquisition Provider is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Acquisition Provider and not the Displacee. Moving estimates must be prepared by the Acquisition Provider in writing and in the name of the Department and not the Acquisition Provider.

- 6.12 The Acquisition Provider shall coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with Department procedures.
- 6.13 The Acquisition Provider shall maintain relocation contact logs on form ROW-R-96 journaling all attempted and completed contacts with all parties, including descriptions of the reasons and outcome for each contact. Copies of all displacees' emails with date and time sent must be captured in the Acquisition Provider's relocation contact logs (ROW-R-96)
- 6.14 The Acquisition Provider shall attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- 6.15 The Acquisition Provider shall process and compute increased interest payments as required.
- 6.16 The Acquisition Provider's Relocation agent shall be available for any appeals or hearings.
- 6.17 The Acquisition Provider shall prepare all relocation payment claim submissions for all Displacees in accordance with Department guidelines.
- 6.18 The Acquisition Provider shall deliver warrants in accordance with Department guidelines.
- 6.19 The Acquisition Provider shall issue a Relocation Survey to all Displacees.
- 6.20 The Acquisition Provider shall provide an executed Form ROW-R-CE (Certification of Eligibility) with all Displacee claims.
- 6.30 The R/W-PD Office must approve the timing and content of any notice to a Displacee relating to the proceedings prior to the Acquisition Provider sending notice.

7. Condemnation Support Services (Pre-Hearing Support)

- 7.1 The Acquisition Provider shall upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
- 7.2 The Acquisition Provider shall prepare, if applicable, Bisection, Drainage Easement, Access Easement and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the Department.
- 7.3 The Acquisition Provider shall use the information from the Title Commitment to join all interested parties on Department form ROW-E-49. Spouses of owners must be joined.
- 7.4 The Acquisition Provider shall upon completion of the State form ROW-E-49, prepare a packet containing all documents listed in the e-sub-checklist. The Acquisition Provider will submit the packet to the R/W-PD Office for submission to the Right of Way Division.

- 7.5** If e-filing is not required, The Acquisition Provider shall, upon receipt of the packet prepared by the Attorney General's Office, will file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned. The packet prepared by the Attorney General's Office will consist of Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings.
- 7.5.1** If e-filing is required, the Attorney General's Office will file petition and related documents. The Acquisition Provider will coordinate with the Attorney General's Office, the e-filing of the petition by the Assistant Attorney General who is handling the file to ensure the Lis Pendens is filed promptly thereafter by the Acquisition Provider.
- 7.6** The Acquisition Provider will record the Lis Pendens upon receipt of the cause number with the County Clerk's Office.
- 7.7** The Acquisition Provider will send a copy of the filed Lis Pendens and the petition via CMRRR to all named defendants within three days of the filing the Lis Pendens.
- 7.8** The Acquisition Provider shall send a copy of the condemnation petition to the title company and request an updated title commitment. The title company needs to make sure the appropriate parties were named in the petition and that no changes in title have occurred. The actual cost charged by the title company for the title commitment update will be paid by the Department and must not be included in the Acquisition Provider's proposed fee schedule.
- 7.9** Following appointment of Commissioners by the judge, the Acquisition Provider shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
- 7.10** If e-filing is not required: the Acquisition Provider shall file all originals with the court and send copies marked "copy" to RW-PD Office and the Assistant Attorney General within three days after filing.
- 7.11** If the updated appraisal does not change in value, the Acquisition Provider shall set the date and time for the Special Commissioners Hearing. If there is an increase in value, the Acquisition Provider will send a copy of the updated appraisal along with form ROW-N-Post Petition letter to the appropriate parties by CMRRR.
- 7.12** The Acquisition Provider shall send a written notice to the RW-PD Office so that a conference room or court room may be reserved for the hearing.
- 7.13** The Acquisition Provider shall coordinate the hearing date with the Assistant Attorney General, Appraiser, Engineer, appropriate State witnesses, three Commissioners, and a court reporter.
- 7.14** The Acquisition Provider shall coordinate a Pre-Hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the Assistant

Attorney General (AAG), Appraiser, R/W-PD Office, Engineer, and appropriate State witnesses.

7.15 After the Hearing is set, the Acquisition Provider shall personally (face to face) serve Notices of Hearing to the indicated parties at least twenty (20) days prior to the Special Commissioners Hearing. If it is necessary to join a federal agency, the Acquisition Provider scheduling the Hearing must allow for an additional 60 days after service of the Notice of Hearing that the federal agency is permitted to prepare for the Hearing.

7.16 Once the notices have been served, if e-filing is not required, the Acquisition Provider shall file the original notices with the court and send copies stamped "copy" to R/W-PD Office and Assistant Attorney General.

7.16.1 If e-filing is required, the Acquisition Provider shall send served notices to the Assistant Attorney General for e-filing.

7.17 The Acquisition Provider shall send a reminder letter 2-3 weeks in advance to the Assistant Attorney General, Appraiser, three (3) Commissioners, court reporter, and R/W Project Delivery Office concerning Hearing dates.

8. Condemnation Support Services (Post Hearing Support)

8.1 The Acquisition Provider shall prepare Form ROW-E-73 and commissioner's time sheets and submit to the R/W-PD Office within two (2) business days following the hearing.

8.2 If e-filing is not required, the Acquisition Provider shall obtain the signatures of commissioners on four (4) duplicate originals of the Award of Commissioners and file one (1) with the court for the judge's signature within 48 hours of the Hearing. The Acquisition Provider shall have the court clerk file-mark the four (4) duplicate originals and retain three (3).

8.3 If required, the Acquisition Provider shall file timesheets with the award. The Judge determines the amount paid to the Commissioners.

8.3.1 The Acquisition Provider will complete all AP-152 Forms for all Commissioners.

8.4 The Acquisition Provider shall obtain and distribute three (3) signed and file-marked copies of the Award as follows:

8.4.1 One file-marked copy to the title company with a request for a commitment.

8.4.2 One file-marked copy to the Assistant Attorney General.

8.4.3 One file-marked copy (or certified copy) to the R/W-PD Office with the previously obtained Commitment to request submission for each commissioner's fee.

8.5 The R/W-PD Office will prepare the payment submission for each commissioner's fee.

8.6 The Acquisition Provider shall file state warrant in the registry of the court. The Acquisition Provider shall file a Notice of Deposit with the court and send certified

copies to each defendant notifying them of the date of the deposit. Note - The Date of Deposit is the Date of Take.

- 8.7 The Acquisition Provider shall take photographs of the interest to be acquired on the day of deposit for relocation verification.**
- 8.8 The Acquisition Provider shall send written notices of the date of deposit to the R/W Project Delivery Office and all interested parties.**

SERVICES TO BE PROVIDED
(By the State)

The State will:

1. **Assure ROW Project has full authority to proceed.**
2. **Provide an approved Right of Way Map.**
3. **Input data into Professional Services – Designated contract databases.**
4. **Provide timely reviews and approval of submissions.**
5. **Provide all necessary standard forms and brochures.**
6. **Process and issue all payments of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to the Department in accordance with State law.**
7. **Provide final approval for all appraisals, relocation supplements, and relocation move payments.**
8. **Provide a copy to the Acquisition Provider of their performance evaluation when completed.**
9. **Conduct surveys of property owners and displacees to determine quality of performance by the Acquisition Provider.**
10. **Initiate, coordinate, and administer environmental investigation surveys.**
11. **Pay direct cost charged by the Title Company for preliminary title commitments, update title commitments and title insurance for all parcels assigned in the work authorization.**
12. **Pay direct cost of incidental expenses required to transfer real property to the state, fees related to obtaining certified court documents, fees for recording court documents, filing the petition in eminent domain cases and any other recording fees for all original instruments.**
13. **Be responsible for the disposal of property and the accommodation, coordination, verification and adjustment of utilities and supplying the Acquisition Provider with the related information in order to provide open and fully transparent communications.**
14. **The State will not pay legal expenses incurred by the Acquisition Provider.**

ATTACHMENT B-1 ACQUISITION PROVIDER PERSONNEL

Primary Service Category	Secondary Team Members	Employee of Acquisition Provider or Sub-Provider
Project Administration Manager Name: Winifred M. Bishop Employee of Acquisition Provider or Sub-Provider: Provider	1. Jorge Nevares	Acquisition Provider
	2. Mandy Roper	Acquisition Provider
Title and Closing Manager Name: Marcus Boyd Employee of Acquisition Provider or Sub-Provider: Sub-Provider	1. Susan Simmons	Sub-Provider
Appraisal Services Manager Name: Gregory Cook Employee of Acquisition Provider or Sub-Provider: Sub-Provider	1. Matthew Whitney	Sub-Provider
	2. Steven J. Bilicek	Sub-Provider
	3. Aaron Wright	Sub-Provider
	4. Brian W. Watts	Sub-Provider
	5. Paul Grafe	Sub-Provider
	6. Wade S. McNeill	Sub-Provider
	7. Dan Wright	Sub-Provider
	8. Lory Johnson	Sub-Provider
	9. Randy A. Williams	Sub-Provider
	10. Mario Caro	Sub-Provider
	1. (review*) Jeff Rutherford	Sub-Provider
	2. (review*) Stuart Rose	Sub-Provider
	3. (review*) Sandy Rials	Sub-Provider
	4. (review*) Galen Morrison	Sub-Provider
	5. (review*) Todd Bland	Sub-Provider
Negotiation Manager Name: John Howell Employee of Acquisition Provider or Sub-Provider: Sub-Provider	1. Gary Leuba	Sub-Provider
	2. Joe Cheatham	Sub-Provider
	3. Bob Clark	Sub-Provider
	4. Juan Salazar	Sub-Provider
	5. Ryan Lewis	Sub-Provider
Relocation Assistance Manager Name: Karen D'Angelo Employee of Acquisition Provider or Sub-Provider: Sub-Provider	1. Daniel Shaw	Sub-Provider
	2. Eileen Heye	Acquisition Provider
	4. Carol Neugent	Sub-Provider
	5. Angie Dong	Sub-Provider
	6. Mindy Pittman	Sub-Provider
Condemnation Support Manager Name: Mark Janicki Employee of Acquisition Provider or Sub-Provider: Sub-Provider	1. Sandi Foreman	Sub-Provider
	2. Kody Barker	Sub-Provider
	3. Joanna Cooley	Sub-Provider
6 Managers	31 Secondary Staff	

ATTACHMENT C

Work Schedule

1. The Acquisition Provider shall attend an orientation meeting to discuss procedures with representatives of the State within seven calendar days following award of the contract.
2. The schedule of work and deliverables shall be established during negotiations for individual work authorizations and shall be binding upon the Acquisition Provider's acceptance of a work order.

ATTACHMENT D PAYMENT MILESTONES

1. Project Administration Fee with Project Field Office

- 1.1 Payment made on a Fee for Service basis per month of operation. In the event of a partial month of operation, a pro-rata payment is eligible.
- 1.2 All PROFIT, management fees, salaries, travel, employee benefits, telephone, equipment, supplies, postage, certified mail costs, etc. are to be included in the monthly invoice for Project Administration Services.
- 1.3 The number of months authorized for Project Administration Fees will be shown on each Work Authorization document and does not necessarily equate to the total number of months for which the work authorization is authorized. Example; an 18 month work authorization could include any number of months from zero to 18 that are authorized for Project Administration Fees.
- 1.4 The actual cost of rent for the field office, trash pickup, and utilities consisting of electricity, natural gas, water and wastewater will be a part of the contract amount, but the Acquisition Provider cannot charge a profit or management fee for the cost of the base rent and utilities of the project field office. The Acquisition Provider must show proof of actual payment and copy of the bill paid. Late fees will not be paid.

2. Fee for Title and Closing Service

- 2.1 Payment made on per parcel basis
- 2.2 10% payment milestone paid upon securing initial title commitment or securing update title commitment.
 - 2.2.1 If the State has chosen to provide the initial title commitment, the Acquisition Provider would not be eligible for the first payment milestone for Title and Closing Services. However, if the Acquisition Provider has to secure an updated title commitment, then the Acquisition Provider becomes eligible for the first payment milestone for Title and Closing Services.
- 2.3 40% payment milestone paid upon submission of acceptable payment package containing deed signed by all interested property owners, OR upon attending the Possession and Use Agreement (PUA) closing.
- 2.4 20% payment milestone paid upon attending closing by deed.
- 2.5 30% payment milestone paid upon issuance of title policy based upon deed or Judgment in Absence of Objection (JAO).

3. Fee for Initial and/or Update Appraisal Services

- 3.1 Payment made on per parcel basis
- 3.2 100% payment milestone paid upon delivery of complete and acceptable appraisal report.

4. Fee for Review of Initial and/or Update Appraisal

4.1 Payment made on per parcel basis

4.2 100% payment milestones paid upon submission of State Form ROW-A-10.

5. Fee for Negotiation Service

5.1 Payment made on per parcel basis.

5.2 25% payment milestone paid upon presentation of initial offer.

5.3.1 45% payment milestone paid upon presentation of acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant, OR

5.3.2 35% payment milestone paid upon executed Possession and Use Agreement (PUA) document with R/W PD Office concurrence.

5.3.3 10% payment milestone paid upon presentation of final offer with R/W PD Office concurrence or on acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant.

5.4 30% payment milestone paid upon the completed delivery of the parcel file with signed recorded deed.

6. Fee for Residential Relocation Assistance Service

6.1 Payment made on per Displacee basis.

6.2 40% payment milestone paid upon:

6.2.1 Submitting completed Forms ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee to R/W PD Office;

6.2.2 Delivery of computation, submittal and approval of replacement housing supplement to R/W PD Office; and

6.2.3 Submitting proof of providing 90-day notice to Displacee after initial interview. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of 10%.

6.3 30% payment milestone paid upon:

6.3.1 Submitting memorandum to R/W-PD Office reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by the R/W-PD Office) of the move. This assumes the replacement housing has been acquired and the move was monitored by the Provider.

6.4 30% payment milestone paid upon:

6.4.1 Transmittal of memorandum to the R/W-PD Office stating that all Relocation assistance has been completed; and

6.4.2 Submittal of completed file to R/W-PD Office with documents filed by date of activity. Completed file documents must contain all contacts with the Displacee, completed claim forms, copies of all payment submissions for relocation assistance and signed form (in checklist format, as directed by the R/W-PD Office) by displacee verifying move is completed and all benefits have been explained to them.

7. Fee for Business Relocation Assistance Service

7.1 Payment made on per Displacee basis

7.2 25% payment milestone paid upon:

7.2.1 Submitting completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee to R/W Project Delivery Office; and

7.2.2 Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of 10%.

7.3 35% payment milestone paid upon:

7.3.1 Submitting memorandum to R/W-PD Office reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by R/W-PD Office) of the move. This assumes the move was monitored.

7.4 40% payment milestone paid upon:

7.4.1 Transmittal of memorandum to R/W-PD Office stating that all relocation assistance has been completed; and

7.4.2 Submittal of completed file to R/W-PD Office with documents filed by date of activity. Completed file documents must contain all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed by the R/W-PD Office) by displacee verifying move is completed and all benefits have been explained to them.

8. Fee for Personal Property and Storage Unit Relocation Assistance Service

8.1 Payment made on per Displacee basis

8.2 45% payment milestone paid upon:

8.2.1 Submitting completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee to R/W-PD Office; and

8.2.2 Providing 90-day notice to Displacee. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of 10%.

8.3 55% payment milestone paid upon:

8.3.1 Transmittal of memorandum to R/W Project Delivery Office stating that all relocation assistance has been completed; and

8.3.2 Submittal of completed file to R/W-PD Office with documents filed by date of activity. Completed file documents must contain all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form(in checklist format, as directed by the R/W-PD Office) by displace verifying move is completed and all benefits have been explained to them.

9. Fee for Outdoor Advertising Sign Relocation Assistance Service

9.1 Payment made on per Displacee basis

9.2 45% payment milestone paid upon:

9.2.1 Submitting completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee to R/W-PD Office; and

9.2.2 Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of 10%. If necessary, the Acquisition Provider will obtain moving estimates and submit the fully executed Form R-119 to the R/W-PD for pre-approval.

9.3 55% payment milestone paid upon:

9.3.1 Transmittal of memorandum to R/W-PD Office stating that all relocation assistance has been completed; and

9.3.2 Submittal of completed file to R/W-PD Office with documents filed by date of activity. Completed file documents must contain all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form(in checklist format, as directed by the R/W-PD Office) by displace verifying move is completed and all benefits have been explained to them.

10. Fee for Condemnation Support Services

10.1 Payment made on per parcel basis

10.2 20% payment milestone paid upon:

10.2.1 Receipt of the submission of an RTE-49 acceptable to the R/W-PD Office; and

10.2.2 With written approval by R/W-PD Office, the Acquisition Provider may be instructed to begin the administrative preparation of the ROW-E-49 package after the initial offer letter is presented to the property owner. In all cases, to receive payment for this milestone, the Acquisition Provider must complete and submit a form ROW-E-49 acceptable to the R/W-PD Office.

10.3 30% payment milestone paid upon:

11.3.1 Setting the date for the Special Commissioners Hearing and providing the R/W-PD Office with a copy of the completed order setting the Hearing signed by all Special Commissioners; and

11.3.2 In some cases, all of the requirements to complete the 30% milestone may have been completed and the Special Commissioners Hearing is cancelled due to no fault of the Acquisition Provider. In such cases, if TxDOT requires the Acquisition Provider to obtain a new order setting hearing and to serve all parties again, the 2nd milestone of 30% is eligible for a second payment.

10.4 10% payment milestone paid upon service of the Notice of Hearing.

10.5 10% payment milestone paid upon Notice of Deposit.

10.6 30% payment milestone paid upon delivery of completed parcel file including Judgment.

DocuSign Envelope ID: 7C13A444-8A97-41AF-82BB-E764C8B9E0
East R/W PD, Houston District, SH 36, ROWAP5 Contract 000005231
Attachment D1 - Fee Schedule
Right of Way East Project Delivery/Houston District

ROWAP5 RFP 55-6RPP001
ROW C3 No.: 018B-01-038
Company Name: SECTION 8
HMTS

Parcel No.	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,500	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Negotiation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Relocation (No. of Single Family Relocations)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Relocation (No. of Multi-Family Relocations)																				
Relocation (No. Personal Property including Mini Warehouse Units)		2,150																		
Relocation (No. of Outdoor Advertising Billboards)																				

Parcel No.	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Negotiation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Relocation (No. of Single Family Relocations)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Relocation (No. of Multi-Family Relocations)																				
Relocation (No. Personal Property including Mini Warehouse Units)																				
Relocation (No. of Outdoor Advertising Billboards)																				

Parcel No.	141	142	143A	143B	144	145	146	147	148	149	150	151	152A	152B	153	155	156	201	202	203A
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Negotiation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Relocation (No. of Single Family Relocations)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Relocation (No. of Multi-Family Relocations)																				
Relocation (No. Personal Property including Mini Warehouse Units)																				
Relocation (No. of Outdoor Advertising Billboards)																				

Parcel No.	203B	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Negotiation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Relocation (No. of Single Family Relocations)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Relocation (No. of Multi-Family Relocations)																				
Relocation (No. Personal Property including Mini Warehouse Units)		2,150																		
Relocation (No. of Outdoor Advertising Billboards)																				

Parcel No.	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Negotiation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Relocation (No. of Single Family Relocations)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Relocation (No. of Multi-Family Relocations)																				
Relocation (No. Personal Property including Mini Warehouse Units)																				
Relocation (No. of Outdoor Advertising Billboards)																				

Total Fee	180,500
180,500	
393,000	
84,400	
505,000	
209,000	
140,000	
0	
24,750	
18,000	
0	
Section 8 Total	\$1,564,550

Plus Fees for Multi Relocation Units on the Same Parcel
Section 8 Total

DocuSign Envelope ID: 7C13A444-8A87-41AF-82BB-E764CAB8BE0
East R/W PD, Houston District, SH 36, ROWAPS Contract 000005231
Attachment D1 - Fee Schedule

Right of Way East Project Delivery/Houston District

ROWAPS RFP \$5-6MPP001
ROW CSJ No. 0188-02-039

Company Name:
SECTION 9

HHTB

Parcel No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Investigation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)																					
Relocation (No. of Single Family Relocations)																					
Relocation (No. of Multi-Family Relocations)																					
Relocation (No. of Personal Property including Move Warehouse Units)																					
Relocation (No. of Outdoor Advertising Billboards)																					

Parcel No.	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Investigation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)																					
Relocation (No. of Single Family Relocations)																					
Relocation (No. of Multi-Family Relocations)																					
Relocation (No. of Personal Property including Move Warehouse Units)																					
Relocation (No. of Outdoor Advertising Billboards)																					

Parcel No.	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Investigation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)																					
Relocation (No. of Single Family Relocations)																					
Relocation (No. of Multi-Family Relocations)																					
Relocation (No. of Personal Property including Move Warehouse Units)																					
Relocation (No. of Outdoor Advertising Billboards)																					

Parcel No.	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Investigation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)																					
Relocation (No. of Single Family Relocations)																					
Relocation (No. of Multi-Family Relocations)																					
Relocation (No. of Personal Property including Move Warehouse Units)																					
Relocation (No. of Outdoor Advertising Billboards)																					

Parcel No.	85	86	87	88	89	90	91	92	93	94	95	96	97	98
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Investigation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)														
Relocation (No. of Single Family Relocations)														
Relocation (No. of Multi-Family Relocations)														
Relocation (No. of Personal Property including Move Warehouse Units)														
Relocation (No. of Outdoor Advertising Billboards)														

Total	Sec. 9
180,000	
393,000	
94,400	
495,000	
57,000	
117,000	
6,750	
0	
0	
51,338,150	

Plus Fees for Multi Relocation Units on the Same Parcel
Section 9 Total

Docu-Safe Envelope ID: 7C13A444-8A07-41AF-82B9-E76ACAC689E0
East R/W PO, Houston District, SH 36, ROWAPS Contract 0000005231
Attachments 01 - Fee Schedule

ROWAPS OFF IS-BMP003
ROW CS Inc.: 0188-03-000

Company Name SECTION 11

Right of Way East Project Delivery/Retention District

[illegible][illegible]

Parent Inc.	2008 P1	2008 P2	T10	211 P1.1	211 P.2	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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Particulars	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
Particulars	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979																					

[illegible]

DocuSign Envelope ID: 7C13A444-8A97-41AF-820B-E76ACAC896D
 East R/W PD, Houston District, SH 36, ROWAPS Contract 000005231
 Attachment D1 - Fee Schedule

PAGE 2 of 2
 ROWAPS BIP 55-608P004
 ROW CSJ No.: 0188-01-028

Company Name:
 SECTION 18

HMTB

Right of Way East Project Delivery/Houston District

Parcel No.	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Investigation Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Relocation (No. of Business Relocations)	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						
Relocation (No. of Business Relocations)																						
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						
Relocation (No. of Business Relocations)																						
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						

Parcel No.	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Investigation Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Relocation (No. of Business Relocations)	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						
Relocation (No. of Business Relocations)																						
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						
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Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						

Parcel No.	409	410	411	412	413	414	415	416	417A	417B	418	419	420	421	422	423	424	425	426	427	428	429
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Investigation Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Relocation (No. of Business Relocations)	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						
Relocation (No. of Business Relocations)																						
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						
Relocation (No. of Business Relocations)																						
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						

Parcel No.	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Appraisal Review	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Investigation Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Relocation (No. of Business Relocations)	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						
Relocation (No. of Business Relocations)																						
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						
Relocation (No. of Business Relocations)																						
Relocation (No. of Single Family Relocations)																						
Relocation (No. of Multi-Family Relocations)																						

Test. Sec. 10	377,000	775,500	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000	1,023,000
Plus Fee for Multi Relocation Units on the Same Parcel																							
Section 18 Total																							

Plus Fee for Multi Relocation Units on the Same Parcel
 Section 18 Total

Company Name:
SECTION 11

HMTB

1

[illegible][illegible][illegible][illegible][illegible]

Tot. Sec. 11	178,000
	375,500
	91,600
	489,500
	57,000
	38,000
	0
	0
	0
	66,000
	3,395,400

Plus Fees for Adult Refraction Units on the Same Parties
Section 11 Total

DocuSign Envelope ID: 7C1A444-8A97-41AF-828B-ET6ACACB9E0
East R/W PD, Houston District, SH 36, ROWAPS Contract 0000005231
Attachment D1 - Fee Schedule

ROWAPS RFP 55-6RFP001
ROW CSI No. 01188-04-040

Company Name: HNTB
SECTION 12

Right of Way East Project Delivery/Houston District

Parcel No.	101	102	103	104	105	106	107	108	109	110	111	112	114	116	117	118	119	120
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	4,000	4,000	4,000	5,500	5,500	5,500	4,000	4,000	4,000	4,000	4,000	5,500	5,500	5,500	5,500	4,000	5,500	4,000
Appraisal Review	1,000	1,000	1,000	1,200	1,200	1,200	1,000	1,200	1,000	1,000	1,000	1,200	1,200	1,200	1,200	1,000	1,200	1,000
Negotiation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)																		
Relocation (No. of Single Family Relocations)				7,000	7,000	7,000		7,000				7,000	7,000	9,500	7,000		7,000	
Relocation (No. of Multi-Family Relocations)																		
Relocation (No. of Personal Property Including Mini Warehouse Units)				2,750	2,750			2,750		2,750	2,750	2,750						
Relocation (No. of Outdoor Advertising Billboards)				3,000	3,000	3,000												

Total Sec. 12	64,000
	150,500
	35,000
	176,000
	66,500
	63,000
	0
	27,500
	24,000
	0
Section 12 Total	\$401,500

Parcel No.	121	122	123	124	125	126	127	128	129	130	131	132	133	134
Title & Closing Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Appraisal	5,500	4,000	4,000	4,000	5,500	5,500	5,500	4,000	5,500	4,000	5,500	4,000	4,000	4,000
Appraisal Review	1,200	1,000	1,000	1,000	1,200	1,200	1,200	1,000	1,200	1,000	1,200	1,000	1,000	1,000
Negotiation Services	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Relocation (No. of Business Relocations)	9500				9500	9500	9500		9500					
Relocation (No. of Single Family Relocations)											7,000			
Relocation (No. of Multi-Family Relocations)														
Relocation (No. of Personal Property Including Mini Warehouse Units)	2,750						2,750				2,750			
Relocation (No. of Outdoor Advertising Billboards)	3,000				3,000		3,000		3,000	3,000				

Plus Fees for Multi Relocation Units on the Same Parcel

Section 12 Total

DocuSign Envelope ID: 7C134444-5A97-41AF-82B8-E7M4CACE89E0
 East R/W PD, Houston District, SH 36, RDW/APS Contract 0000005131
 Attachment D1 - Fee Schedule

RDW/APS 899 55-465770021
 RDW/APS 899 55-465770021
 Company Name: SECTION 11

Right of Way East Project Delivery/Houston District

14478

Parcel No.	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	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East R/W PD, Houston District, SH 36, ROWAPS Contract 0000005231
Attachment D1 - Fee Schedule

Right of Way, East Project Delivery/Houston District

ROWAPS RFP 55-6RFP001
ROW CSJ No.: 0388-06-052

Company Name: HNTB
SECTION 14

	Parcel No.	Tot. Sec. 14
Title & Closing Services	1	2,000
Appraisal	2,000	4,000
Appraisal Review	4,000	1,000
Negotiation Services	1,000	5,500
Relocation (No. of Business Relocations)	5,500	0
Relocation (No. of Single Family Relocations)		0
Relocation (No. of Multi-Family Relocations - apt units)		0
Relocation (No. Personal Property including Mini Warehouse Units)		0
Relocation (No. of Outdoor Advertising Billboards)		0
Plus Fees for Multi Relocation Units on the Same Parcel		0
Section 14 Total		\$12,500

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East R/W PD, Houston District, SH 36, ROWAPS Contract 0000005731
Attachment D1 - Fee Schedule

Right of Way, East Project Delivery/Houston District

ROWAPS RFP 55-BRFP0001

Company Name:
SUMMARY - ALL SECTIONS

NHTB

	Sec. 8	Sec. 9	Sec. 10	Sec. 11	Sec. 12	Sec. 13	Sec. 14	Total Fees
Title & Closing Services	180,500	180,000	372,000	178,000	64,000	108,000	2,000	1,084,500
Appraisal	393,000	393,000	775,500	375,500	150,500	240,000	4,000	2,331,500
Appraisal Review	94,400	94,400	190,600	91,600	35,000	57,200	1,000	564,200
Negotiation Services	505,000	495,000	1,023,000	485,500	176,000	297,000	5,500	2,891,000
Relocation (No. of Business Relocations)	209,000	57,000	161,500	57,000	66,500	66,500	0	617,500
Relocation (No. of Single Family Relocations)	140,000	112,000	49,000	28,000	63,000	49,000	0	441,000
Relocation (No. of Multi-Family Relocations - apt units)	0	0	0	0	0	0	0	0
Relocation (No. of Personal Property including Min-Warehouse Units)	24,750	6,750	0	0	22,500	6,750	0	60,750
Relocation (No. of Outdoor Advertising Billboards)	18,000	0	18,000	0	24,000	0	0	60,000
Plus Fees for Multi Relocation Units on the Same Parcel	0	0	6,750	66,000	0	33,000	0	105,750
Section Totals	\$1,564,600	\$1,388,150	\$2,596,350	\$1,285,600	\$601,500	\$957,450	\$12,500	\$8,256,200

Total Number of Vacant Land Parcels 235

x Est. Condemnation Rate

Est. Number of Vacant Land Parcels through Condemnation 25%

x Condemnation Support Service Fee per Vacant Land Parcel 101

Est. Total Condemnation Support Service Fee for Vacant Land Parcels 6,500

658,125

Total Number of Improved Parcels 130

x Est. Condemnation Rate

Est. Number of Improved Parcels through Condemnation 40%

x Condemnation Support Service Fee per Improved Parcel 60

Est. Total Condemnation Support Service Fee for Improved Parcels 390,000

390,000

Total Estimated Fee for Condemnation Support Services

1,048,125

Monthly Project Administration Fee Inclusive of All ROW CSJs (note 1)

x Number of Months to Complete the Entire Project 36

Est. Cost of Base Rent and Utilities for the Project Field Office (note 2)

3,060,000

Total Fees Proposed by Respondent

\$12,364,325

\$4,108,125

0

Note 1: Single monthly Project Administrative Fee covers all ROW CSJs and Parcels in this RFP
Note 2: Only cost of base rent and utilities for rental of Project Field Office. All other cost of managing the Project Field Office are part of the monthly Project Administrative Fee.
General Note: Cells highlighted in Yellow are automatically calculated.

ATTACHMENT E

Work Authorization No. _____
Contract No. _____
For Right of Way Acquisition Professional Services

1. Work Authorization No.: _____
Highway Name and No.: _____
Limits: _____
County Name: _____ Project Area: (N,S,W,E R/W PD – District)
ROW CSJ No.: _____ Construction CSJ No.: _____
Federal Project No.: _____
2. Date of Work Authorization organizational meeting: _____
3. (Insert Acquisition Provider Company Name) is hereby authorized by the State to begin work (1) one day after the execution of this work authorization.
4. (Insert Acquisition Provider Company Name), acting as an extension of Texas Department of Transportation (TXDOT), will adhere to the TxDOT Occupational Safety Manual, Chapter 5, Section 14-Personal Protective Equipment.
5. Identification of parcels to be acquired and all right of way acquisition and relocation services to be completed by the Acquisition Provider are shown on the attached Fee Schedule of this work authorization.
6. Rent and base utilities (electricity, natural gas, water and wastewater) are the only pass-through costs that can be processed through the ROWAPS monthly billing cycle, as a separate invoice, through normal payment processing. These pass-through costs will not be counted against the total contract amount.
7. All profit, overhead, and management fees for all ROWAPS services are included in and paid as Project Administration Services.
8. Invoice copies for each sub-provider must be submitted by (Acquisition Provider Company Name) with each ROWAPS invoice billing TxDOT for any sub-provider services to the R/W PD Project Manager.
9. The direct cost of lien release fees, preliminary title commitments, title insurance and cost of filing petition in eminent domain cases will be paid directly by TxDOT through normal payment processing not in conjunction with this work authorization. Such costs will not be counted against the total contract amount.
10. TxDOT, Right of Way Project Delivery (R/WPD) Project Manager(s) contact information is as follows:
(name, address, email address and, phone)

11. List all Acquisition Provider personnel to serve in key roles in the performance of each service of this work authorization, including name, address and phone number.

Project Manager:
Title& Closing Specialist(s)
Real Estate Appraiser(s):
Review Appraiser(s):
Negotiation Agent(s):
Relocation Specialist(s):
Condemnation Support Specialist(s):
Disposal of Property Specialist(s)
DBE Liaison:

***Personnel must be listed in the Acquisition Provider's contract. If new or additional personnel are required for this work authorization, they must be added through a contract amendment.

12. Total cost shown on the attached Fee Schedule: \$ _____
13. Term of this Work Authorization with the date of execution by the State and expire on Month, Day, Year. The term of the Work Authorization must not extend past the date of the expiration of the contract unless the contract is amended first.
14. Interim Completion Dates:
15. Additional Requirements:
16. See Attached:
- Fee Schedule (Insert Work Authorization Number here)
 - Project Management Schedule
 - DBE (H-2 Form)
 - Transference of Milestone Spreadsheet (if applicable, otherwise delete)
 - Copy of Chapter5, Section 14, Personal Protective Equipment

Accepted by Acquisition Provider:

Authorized by the State:

Signature Date

Signature Date

Print Name

Print Name

Print Title

Right of Way Project Delivery Supervisor
Print Title

Print Company Name

Texas Department of Transportation

ATTACHMENT F**SUPPLEMENTAL WORK AUTHORIZATION # _____
TO WORK AUTHORIZATION # _____****Contract No. _____****For Right of Way Acquisition Professional Services**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made by and between the State of Texas, hereinafter called the State, and Acquisition Provider NAME, hereinafter called the Acquisition Provider, and becomes effective upon issuance by the State.

The State issued Work Authorization No. 55-6XXPPXXX to Contract No. 55-6XXPP0XX on the xxth day of Month, Year, which authorized the Acquisition Provider to begin work on the project at the following location:

Hwy No. XXXXX; From xxxxxxxx To xxxxxx
xxxxxx County
xxxxxxx (North,South,East,West) R/WPD/ xxxxxx District
ROW CSJ: xxxx-xx-xxxx
Construction CSJ: xxxx-xx-xxxx
Federal Project No. xx xxxx(xxx)

The State previously issued the following Supplement(s) to the original work authorization:
None OR Supplement No. 1 to WA 55-6XXPPXXX: \$0.00 (executed by State on DATE)

With the State's execution of this supplement, Work Authorization 55-6XXPP0XX is amended as follows:

Description of Change	Action Required (Type of Action and Reason for Action)	Net \$ Change to Work Authorization
Total	Net change to Work Authorization	Add \$0.00

New Final Cost with the State's execution of this supplement: **\$0.00**
(\$0.00 Original Work Authorization, plus \$0.00 Supplement #1)

Final Completion Date: DATE or expiration of Contract 55-6XXPPXXX, whichever date is sooner.

See Attached:

- Revised Fee Schedule – Supplement No. 01 to WA 55-6XXPPXXX
- Revised Project Management Chart
- Revised H-2 Form
- Revised Transference of Milestones Spreadsheet (if applicable)
- New Interim Evaluation if supplement includes a request for time that would require an extension of the expiration date of the work authorization. The date of the new interim evaluation should precede the execution of the work authorization supplement.

All other terms and conditions of Work Authorization No. 55-6XXPPXXX remains in full force and effect.

Accepted by Acquisition Provider:

Authorized by the State:

Signature Date

Signature Date

Print Name

Print Name

Print Title

Right of Way Project Delivery Supervisor
Print Title

Print Company Name

Texas Department of Transportation
Print Company Name

ATTACHMENT G

Not Applicable

ATTACHMENT H-FG

**Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts**

- 1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.
- 2) **POLICY.** It is the policy of the DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
 - a. The Acquisition Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Acquisition Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
 - b. The Acquisition Provider and any sub-provider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Acquisition Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
 - c. When submitting the contract for execution by the Department, the Acquisition Provider must complete and furnish Exhibit H-1 which lists the commitments made to certified DBE sub-provider(s) that are to meet the contract goal and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Acquisition Provider and the proposed DBE(s). For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the Department. Exhibit H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Department. If non-DBE sub-provider is performing work, insert N/A (not applicable) on the line provided.
 - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Acquisition Provider, not as a penalty but as liquidated damages to the Department; or such other remedy or remedies as the Department deems appropriate.
- 3) **DEFINITIONS.**
 - a. "Department" means the Texas Department of Transportation (TxDOT).
 - b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and an Acquisition Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
 - c. "Acquisition Provider" is any individual or company that provides professional or technical services.
 - d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.
 - e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Department in accordance with 49 CFR Part 26.
 - f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

- 4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this contract is **5%** of the contract amount.
- 5) **ACQUISITION PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Department.
 - a. An Acquisition Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
 - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Acquisition Provider might otherwise prefer to perform the work items with its own forces.
 - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE sub-providers and suppliers and selecting those portions of the work or material needs consistent with the available DBE sub-providers and suppliers.
 - (5) The ability or desire of the Acquisition Provider to perform the work of a contract with its own organization does not relieve the Acquisition Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for an Acquisition Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Acquisition Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 - (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Acquisition Provider.
 - (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 - (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
 - (10) If the Department's Director of the Business Opportunity Programs Office determines that the Acquisition Provider has failed to meet the good faith effort requirements, the Acquisition Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Acquisition Provider must not cause or allow sub-providers to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.
- c. The Acquisition Provider shall make all reasonable efforts to honor commitments to DBE sub-providers named in the commitment submitted under Section 2.c. of this attachment. Where the Acquisition Provider terminates or removes a DBE sub-provider named in the initial commitment, the Acquisition Provider must demonstrate on a case-by-case basis to the satisfaction of the department that the originally designated DBE was not able or willing to perform.

- d. The Acquisition Provider shall make a good faith effort to replace a DBE sub-provider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Acquisition Provider shall submit a completed Exhibit H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Department. The Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.
- e. The Acquisition Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Acquisition Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) ELIGIBILITY OF DBEs.

- a. The Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Department's DBE program.
- c. The Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: <https://txdot.txdotcms.com/>
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Acquisition Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the sub-provider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE sub-provider may subcontract no more than 70% of a federal aid contract. The DBE sub-provider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE sub-providers must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

An Acquisition Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Department.

8) RECORDS AND REPORTS.

- a. After submission of the initial commitment reported (Exhibit H-1), required by Section 2.c. of this attachment, the Acquisition Provider shall submit Monthly Progress Assessment Reports (Exhibit H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Acquisition Provider's invoice. Only actual payments made to sub-providers are to be reported. These reports will be required until all sub-provider activity is completed.

The Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.

- b. DBE sub-providers should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
- c. All such records must be retained for a period of seven (7) years following final payment or until any investigation, audit, examination, or other review undertaken during the seven (7) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT.
- d. Prior to receiving final payment, the Acquisition Provider shall submit a Final Report (Exhibit H-4), detailing the DBE payments. The Final Report is to be sent to the Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Acquisition Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

- 9) **COMPLIANCE OF ACQUISITION PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Department will monitor the Acquisition Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Exhibit H-3), submitted to the Department's Business Opportunity Programs Office by the Acquisition Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Department. The Monthly Progress Assessment Report (Exhibit H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Acquisition Provider shall receive credit toward the DBE goal based on actual payments to the DBE sub-providers with the following exceptions and only if the arrangement is consistent with standard industry practice. The Acquisition Provider shall contact the Department if he/she withholds or reduces payment to any DBE sub-provider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

An Acquisition Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Acquisition Provider, not as a penalty but as liquidated damages to the Department; or such other remedy or remedies as the Department deems appropriate.

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ATTACHMENT H-FN

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Acquisition Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Exhibit H-3 Form. Payments to DBEs reported on Exhibit H-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE sub-provider may subcontract no more than 70% of a federal aid contract. The DBE sub-provider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE sub-providers must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

An Acquisition Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Department.

The Acquisition Provider and any sub-provider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Department or other such remedy as the Department deems appropriate.

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EXHIBIT H-1**Texas Department of Transportation
Sub-provider Monitoring System
Commitment Worksheet**Contract #: 00000000005231 Assigned Goal: 5% Federally Funded _____ State Funded _____Prime Provider: HNTB Corporation Total Contract Amount: \$12,364,325.00

Prime Provider Info: DBE ___ HUB ___ Both ___

Vendor ID #: 14316230920 DBE/HUB Expiration Date: _____

(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
Marcus Boyd Pinnacle Consulting Management Group, Inc.	Title and Closing Manager	17315275408	D	4/2016	\$1,137,000.00
Gregory B. Cook Integra Realty Resources DFW	Appraisal Services Manager	46-5034143			\$44,000.00
Matthew Whitney Whitney & Associates	Appraisal Services	40-0001863			\$268,000.00
Steven J. Bilicek The Bilicek Company	Appraisal Services	70000040645			\$284,000.00
Aaron H. Wright A W Appraisals & Review Services	Appraisal Services	45-1275091			\$152,000.00
Brian W. Watts The Watts Group	Appraisal Services	12050905384			\$216,000.00
Paul P. Grafe Valbridge Property Advisors Dugger, Canaday, Grafe, Inc.	Appraisal Services	74-2624491			\$306,500.00
Wade S McNeill McNeill Real Estate Services	Appraisal Services	42-1539292			\$120,000.00
Dan Wright D W Appraisals	Appraisal Services	630-01-2493			\$120,000.00
Lory R Johnson Atrium Real Estate Services	Appraisal Services	17426151019	D H	8/12/2018 5/22/2019	297,000.00
Randy A Williams Integra Realty Resources Austin	Appraisal Services	74-3018317			\$308,000.00
Mario A. Caro CBRE, Inc.	Appraisal Services	95-2743174			\$216,000.00
Jeff Rutherford Rutherford Real Estate	Review Appraisal Services	35-2312980	D H	04/30/16 01/18/16	\$185,800.00
Stuart A. Rouse Rouse Realty Advisors, Inc.	Review Appraisal Services	17606701039			\$105,400.00
Sandy L. Rials Appraisal, Review & Consulting	Review Appraisal Services	12031770600	D	6/30/2016	\$82,400.00

Galen F. Morrison GTM Appraisal LLC	Review Appraisal Services	80-04336594			\$108,600.00
Todd Bland Bland Appraisal & Review Services, Inc.	Review Appraisal Services	70037645325			\$82,000.00
John Howell Halff Associates, Inc.	Negotiation Manager	17513086995			\$108,000.00
Gary Lueba Halff Associates, Inc.	Negotiation Services	17513086995			\$343,750.00
Joe Cheatham Halff Associates, Inc.	Negotiation Services	17513086995			\$343,750.00
Frank R. (Bob) Clark Midstream Right of Way Services LLC	Negotiation Services	43-2441106			\$220,000.00
Juan Salazar Pinnacle Consulting Management Group, Inc.	Negotiation Services	17315275408			\$437,250.00
Ryan Lewis Pinnacle Consulting Management Group, Inc.	Negotiation Services	17315275408			\$437,250.00
Karen D'Angelo Halff Associates, Inc.	Relocation Assistance Manager	17513086995			\$108,000.00
Daniel Shaw Pinnacle Consulting Management Group, Inc.	Relocation Assistance Services	17315275408			\$239,500.00
Carol Neugent Halff Associates, Inc.	Relocation Assistance Services	17513086995			\$153,500.00
Angie Dong Pinnacle Consulting Management Group, Inc.	Relocation Assistance Services	17315275408			\$239,500.00
Mindy Pittman Halff Associates, Inc.	Relocation Assistance Services	17513086995			\$153,500.00
Mark M. Janicki Halff Associates, Inc.	Condemnation Support Manager	17513086995			\$108,000.00
Sandi Foreman Halff Associates, Inc.	Condemnation Support Services	17513086995			\$162,500.00
Kody Barker Halff Associates, Inc.	Condemnation Support Services	17513086995			\$162,500.00
Joanna Cooley Pinnacle Consulting Management Group, Inc.	Condemnation Support Services	17315275408			\$416,000.00
Sub-provider(s) Contract or % of Work* Totals					\$7,665,700.00

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$ 1,702,200.00

Total DBE or HUB Commitment Percentages of Contract 13.8%
(Commitment Dollars and Percentages are for Subproviders only)

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EXHIBIT H-2**Texas Department of Transportation
Sub-provider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE Sub-providers are used, the form must be completed and signed. If no DBE Sub-providers are used, indicate with "N/A" on this line: _____ and complete the following areas: Contract #, Assigned Goal %, Acquisition Provider, Work Authorization(WA) #, WA Amount, Date, Supplemental Work Authorization (SWA) # to WA# (if applicable), SWA Amount and Revised WA Amount and attach to the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: 5% Acquisition Provider: _____

Work Authorization (WA)#: _____ WA Amount: _____ Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work (List by category of work or task description. Attach additional pages, if necessary.)	Dollar Amount (For each category of work or task description shown.)
Total Commitment Amount (Including all additional pages.)	\$

IMPORTANT: The signatures of the prime and the DBE and Second Tier Sub-provider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Address: Phone # & Fax #: Email:	Name: _____ (Please Print) Title: _____ Signature Date
DBE/HUB Sub Provider Sub-provider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ (Please Print) Title: _____ Name: _____ Date
Second Tier Sub Provider Sub-provider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ (Please Print) Title: _____ Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

EXHIBIT H-3

Contract #: _____

Original Contract Amount: \$ _____

Date of Contract Execution: _____

Approved Contract Supplemental Agreements: \$ _____

Acquisition Provider:

Total Contract Amount: \$ _____

Work Authorization No. _____

Work Authorization Amount: \$

Please list ALL sub providers who performed work on this work authorization

DBE Y/N	ALL Sub-providers	Category of Work	Total Sub-provider Amount	% Total Contract Amount	Amount Paid This Invoice	Amount Paid To Date	Subcontract Balance Remaining
P							

Fill out Progress Assessment Report with each invoice submitted for Acquisition Provider (if DBE Certified) and all DBE subcontracts, and forward as follows: 1 Original with Invoice to TxDOT R/W Project Delivery Office, attention TxDOT R/W Project Manager Office

I certify that the above is a true and correct statement of the amount to be paid to the firms listed above within ten (10) days of payment to the acquisition provider. The invoice attached to this Exhibit H-3 is submitted for payment of services already performed.

Print Name - Company Official /DBE Liaison Officer

Signature

Phone

Date

Rev 07/15

EXHIBIT H-4**Texas Department of Transportation
Sub-provider Monitoring System
Final Report**

The Final Report Form should be filled out by the Acquisition Provider and submitted to the TxDOT R/W Project Manager for review upon completion of this work authorization. The report should reflect **all sub-provider activity on the project for this work authorization**. The report will aid in expediting the final estimate for payment. If the DBE goal requirements were not met, and the Acquisition Provider has multiple work authorizations under this contract, support documentation of good faith effort must be submitted for each work authorization under the contract.

DBE Goal: ____% Contract No. _____ Total Contract Amt: \$ _____

Work Authorization No: _____ Total Work Authorization Amount: \$ _____

Total Amount **Paid** to this Work Authorization **Including this Invoice**: \$ _____

DBE Yes/No	Vendor ID #	Sub-providers	Total \$ Amt Paid to Date

This is to certify that ____% of the work for this work authorization was completed by the DBE sub-providers as stated above. (**NOTE: the percentage of work completed is based upon the Total Amount Paid to this Work Authorization.**)

By: Acquisition Provider

Per: Signature

Subscribed and sworn to before me, this ____ day of _____, 20 __

Notary Public _____ County

My Commission expires: _____

EXHIBIT H-5**Federal Subprovider and Supplier Information**

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number
Pinnacle Consulting Management Group, Inc.	4516 N W 36 th Street, Suite 100, Oklahoma City, OK 73122	405-879-0600
HALFF Associates, Inc.	1201 N. Bowser Rd. Richardson, TX. 75081	214-346-6200
A W Appraisals and Review Services	717 Cordes Drive Venus, TX 76084	972-268-6695
GTM Appraisal, LLC	719 W. Front Street, Ste. 135, Tyler, TX 75702	903-526-7219
Rutherford Real Estate	1384 Country Ridge Drive, New Braunfels, TX 78132	830-625-3511
CBRE, Inc.	200 Concord Plaza, Ste. 800, San Antonio, TX 78216	210-253-6010
Valbridge Property Advisors, Dugger, Canaday, Grafe, Inc.	111 Soledad, Ste. 800 San Antonio, TX 78205	210-227-6229
Bland Appraisal and Review Services	P.O. Box 148, Harper, TX. 78631	512-940-2225
Integra Realty Resources, Austin	3755 S. Capital of Texas Hwy, Ste. 245 Austin, TX 78704	512-459-3440
Integra Realty Resources, Ft. Worth	930 West First Street, Ste. 400, Fort Worth, TX. 76102	817-332-5522
Sandy Rials, Appraisal Review and Consulting	401 Polasek Road, La Grange, TX 78945	979-249-2081
Whitney & Associates	2040 North Loop 336 W, Ste. 120, Conroe, TX. 77304	936-756-4001
Atrium Real Estate Services	7805-A Bell Mountain Drive, Austin, TX. 78730	512-453-7407
Rouse Realty Advisors, Inc.	160 Twin Canyon Boerne, TX. 78006	210-422-2548
McNeill Real Estate Services, LLC	8601 Barasinga Trail, Austin TX. 78749	512-619-0270
The Watts Group	5622 Ballina Canyon Lane, Houston, TX. 77041	713-849-3500
Midstream Right of Way Services	14471 S.H.111 East, Yoakum, TX. 77995	361-293-8231
The Bilicek Company	1202 W Twin Circle Drive, Richmond, TX. 77406	281-615-8117

The information must be provided and returned with the contract.

Signature

Date

Thomas Ellis
Printed Name

telis@hntb.com
Email